

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eddy Packing Co., Inc.		12/23/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street, 20th Floor East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85169583	CARL'S TASTY SAUSAGE	
Registration Number:	1795159	JAMES'	
Registration Number:	2261236	EDDY'S	
Registration Number:	2285564	TASTY BRAND	
Registration Number:	2538104	MORALES	
Registration Number:	2707014	IT'S WHAT YOU'RE HUNGRY FOR	
Registration Number:	3730999	TEXAS SIGNATURE	
Registration Number:	3795735	SUNNY DALE FARMS	
Registration Number:	3798645	SUNNY DALE FARMS	
Registration Number:	1862647	SOUTHERN SMOKED SAUSAGE	
Registration Number:	2097458	SOUTHERN MAID	
Registration Number:	2154585	SOUTHERN MAID SMOKED SAUSAGE OUR ORIGINAL FAMILY PAK	
CORRESPONDENCE DATA			

Fax Number: (312)902-1061

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

207545-22

NAME OF SUBMITTER:

Oscar Ruiz

Signature:

/Oscar Ruiz/

Date:

12/27/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "**Agreement**"), dated as of this 23rd day of December, 2011, is made by EDDY PACKING CO., INC., a Texas corporation ("**Grantor**"), with its principal place of business and mailing address at 404 Airport Road, Yoakum, TX 77995, in favor of Bank of Montreal as administrative agent (in such capacity, the "**Administrative Agent**") for the Lenders and other Secured Creditors (as defined in the Security Agreement described below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor, the other Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of the date hereof (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Credit Agreement**"), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Debtors.

B. As a condition to the execution and delivery of the Credit Agreement, the Administrative Agent and the Lenders have required, among other things, that each of the Grantor and the other Borrowers and the Guarantors from time to time party to the Credit Agreement (each a "**Debtor**" and collectively the "**Debtors**") grant to the Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations, the Hedging Liability and the Funds Transfer and Deposit Account Liability (the Administrative Agent and such Lenders and other holders being referred to collectively in the Security Agreement described below as the "**Secured Creditors**") a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Creditors are parties to a Security Agreement dated as of the date hereof (such Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Security Agreement**"), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Trademark Collateral**"):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Borrowers as set out in and defined in the Security Agreement.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" trademark application until such time as a statement of use has been filed with and accepted by the United States Patent and Trademark Office.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

EDDY PACKING CO., INC., a Texas corporation

By: 

Name: Scott D. McNair

Title: Chief Executive Officer

Accepted and agreed to as of the date and year first written above.

BANK OF MONTREAL



By: 

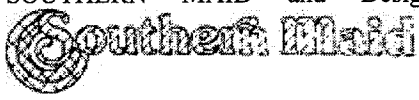

Name: Tara Cuprisin

Title: Vice President

SCHEDULE A

1. REGISTERED TRADEMARKS:

Country	Trademark	Reg. (App.) No.	Issue (Filing) Date	Goods/Services Int. Class	Owner
United States	CARL'S TASTY SAUSAGE and Design 	(85/169583)	(Nov. 4, 2010)	Uncooked pork sausage sold in packages of not less than one pound units (CI 29)	Eddy Packing Co., Inc.
United States	JAMES'	1795159	Sep. 28, 1993	Sausage (CI 29)	Eddy Packing Co., Inc.
United States	EDDY'S	2261236	Jul. 13, 1999	Processed meats including pork and beef, namely fresh and smoked sausage (CI 29)	Eddy Packing Co., Inc.
United States	TASTY BRAND	2285564	Oct. 12, 1999	Processed meats, fresh sausage, and smoked sausage (CI 29)	Eddy Packing Co., Inc.
United States	MORALES	2538104	Feb. 12, 2002	Sausage (CI 29)	Eddy Packing Co., Inc.
United States	IT'S WHAT YOU'RE HUNGRY FOR	2707014	Apr. 15, 2003	Meats and processed meats (CI 29)	Eddy Packing Co., Inc.
United States	TEXAS SIGNATURE	3730999	Dec. 29, 2009	Processed foods, namely, meats; processed meat products, namely, beef, poultry and pork (CI 29)	Eddy Packing Co., Inc.
United States	SUNNY DALE FARMS and Design 	3795735	Jun. 1, 2010	Raw and processed meats, namely, poultry, beef, and pork (CI 29)	Eddy Packing Co., Inc.
United States	SUNNY DALE FARMS	3798645	Jun. 8, 2010	Raw and processed meats, namely, poultry, beef, and pork (CI 29)	Eddy Packing Co., Inc.

Country	Trademark	Reg. (App.) No.	Issue (Filing) Date	Goods/Services Int. Class	Owner
Texas	CARL'S TASTY SAUSAGE and Design	TX 5657517	Apr. 14, 1997	Uncooked pork sausage	Eddy Packing Co., Inc.
United States	SOUTHERN SMOKED SAUSAGE	1862647	Nov. 15, 1994	Processed foods; namely, smoked sausage (CI 29)	Eddy Packing Co., Inc.
United States	SOUTHERN MAID and Design 	2097458	Sep. 16, 1997	Sausage, bacon, ham, and wieners (CI 29)	Eddy Packing Co., Inc.
United States	SOUTHERN MAID SMOKED SAUSAGE OUR ORIGINAL FAMILY PAK and Design 	2154585	May 5, 1998	Sausage, bacon, ham, and frankfurters (CI 29)	Eddy Packing Co., Inc.